

THOMPSON



LITERARY AGENCY

August 27, 2020

Dear Kim Krans,

We are delighted to welcome you as a client of Thompson Literary Agency, LLC (“TLA”).

This Agreement will supersede all previous agreements and understandings between the parties.

This letter will constitute the agreement between you as author (the “Author”) and us as agent with respect to representation of your book *The Wild Unknown Tarot* (the “Work”).

In the event Author has or does create additional literary works during the term of this Agreement, Author shall offer such Additional Works to TLA for review and possible representation; however, TLA is not obliged to accept any such additional Works for representation. If TLA has not procured any agreement for a particular Additional Work within 60 days after presented by Author, Author shall be free to seek alternative representation for such work. Any such Additional Works to which TLA agrees to assume representation shall be subject to the terms of this agreement and shall be considered a Work hereunder. For clarity, all current Works covered under this agreement are outlined in Exhibit A.

The Author hereby designates Thompson Literary Agency, LLC (“TLA”) as the sole and exclusive agent and representative of the Work throughout the world with respect to the sale, license or other disposition of the rights arising out of or in connection with the Work as follows: English language publication, foreign language publication, serial and audio rights, internet, electronic, calendars, journals, blank books, notecards, greeting cards, other paper products, games and art prints/posters (with the exception of artwork on paper to be presented in a gallery or self-published on *The Wild Unknown* website and not for commercial retail distribution or sale), except that upon written notice from the Author, TLA shall no longer be the agent for any art prints and posters that are not part of any sales effectuated by TLA within 120 days of publication of the book in which the art first appeared or with respect to books already published, within 120 days of signing of this Agreement. TLA shall not be the agent or representative for items not listed above. By way of example only, commercial goods (such as apparel, plush toys and sporting goods/gear) and film, movie, television and art posters or pieces will not be represented by TLA unless they are produced by the same publisher or company that published the Work, or negotiated by TLA. Should you be contacted directly by a third party with respect to any Rights in and to the Work, please inform such person that you are currently represented by an agent and refer them promptly to TLA. TLA will provide customary agenting services in connection with the disposition of publishing and other Rights in and to the Work.

For services rendered by TLA in connection with Rights in and to the Work, the Author irrevocably assigns and agrees to pay to TLA, as an agency coupled with an interest, a commission equal to fifteen percent (15%) of all gross monies or other consideration, without deduction of any kind, due to the Author under any and all

agreements relating to the Work or any Rights, whether they arise from an agreement initiated or negotiated by Agency or anyone else, including Author, and any extensions, modifications, renewals or substitutions thereof, except that the commission on the sale of foreign language publication rights, shall be twenty percent (20%). TLA has the right, in its judgment, to engage subagents or co-agents hereunder, such as in the disposition of foreign language publication rights or any non-publishing rights that TLA represents, and in such event, TLA shall be solely responsible for paying any subagent or co-agent commissions out of the commissions received by TLA.

Author further irrevocably authorizes TLA to receive by direct payment in TLA's name of all monies due or to become due to the Author with respect to the Work or any Rights. Author agrees that all agreements shall include a customary "agency clause" incorporating certain terms of this Agreement and instructing any third party to make such direct payments, wherever possible. TLA shall be entitled to deduct any reasonable expenses incurred by TLA or a subagent or co-agent on the Author's behalf from any payments due to Author hereunder, which expenses may include by way of example the cost of printing or copying manuscripts and other materials, shipping costs or costs for the purchase of additional copies of the Work as well as bank and wire charges and foreign taxes, if any. Author shall be provided an accounting of all such expenses upon Author's request. After deducting its commission and the expenses described above, TLA will remit the balance of all monies received on behalf of Author to Author within ten business days, together with a copy of the royalty or income statement which accompanied such payment. In the event Author is paid gross monies or other consideration directly by a third party, Author will promptly remit to TLA its commission plus reimbursement for expenses. If Author fails to do so, TLA may deduct such amounts from any other monies received by TLA on Author's behalf or request payment for such expenses from Author directly.

All dispositions of Rights in and to the Work shall be subject to the Author's approval and shall be signed by the Author. TLA is not authorized to execute agreements on Author's behalf unless Author specifically requests or agrees in writing (including via email) that TLA should do so.

This agreement may be terminated by either party upon thirty (30) days prior written notice to the other party, provided however that, (i) TLA shall be entitled to carry out and/or complete any negotiations with any publisher who is considering the Work as of the termination date, and (ii), TLA shall continue to be irrevocably entitled to receive directly from the applicable third party its commissions in the percentages referred to above on all monies derived from all dispositions of Rights in and to any Work which is the subject of a publishing or similar agreement entered into during the term of this agreement or within six (6) months thereafter with a publisher or other third party to whom TLA submitted the Work during the term of this agreement. Such post-termination entitlement to commissions shall include without limitation commissions on advances, royalty and income earnings under such publishing or similar agreement as well as subsidiary and ancillary rights earnings, whenever negotiated or received, whether during or after the term of this agreement, for the life of the copyright therein, and including any monies received in connection with any extensions, modifications, renewals or substitutions of any such agreements for the disposition of such Rights.

TLA's commissions hereunder constitute its compensation for all agency services rendered to Author hereunder, and TLA shall not have any obligation to return or refund any portion of said commission to Author or any third party if Author is required, for any reason, to return or refund all or part of the gross monies or other consideration paid to Author with respect to the Work or any Rights therein or thereto.

This agreement shall be binding upon, and inure to the benefit of, the Author and the Author's heirs, executors, and legal representative and any entity through which the Author may do business, and TLA and its successors and assigns. This agreement may not be modified nor may any provision be waived except in a writing signed by both parties. In the event of a conflict between the provisions of this agreement and any agency clause in any publishing or third party agreement relating to the Work, this agreement shall control. This agreement

shall be governed by and interpreted in accordance with the laws of the State of New York applicable to agreement wholly to be performed therein.

Very truly yours,

Thompson Literary Agency, LLC

Accepted and Agreed:

By: Meg Thompson
Meg Thompson

Kim Krans
Kim Krans (Aug 27, 2020 14:18 EDT)
Kim Krans

Exhibit A

Completed and Published Works

Random House:

ABC Dream (January 19 2016)

123 Dream (September 27 2016)

Whose Moon is That (August 1 2017)

HarperCollins:

The Wild Unknown Tarot Deck and Guidebook (November 8 2016)

The Wild Unknown Animal Spirit Deck and Guidebook (March 27 2018)

The Wild Unknown Journal (Sept 4 2018)

The Wild Unknown Archetypes Deck (October 15 2019)

Blossoms and Bones (March 2 2020)

Works Being Negotiated

Chronicle:

The Wild Unknown Alchemy Deck

The Wild Unknown Daily Journal

The Wild Unknown Blank Notebook Set

The Wild Unknown Notecards/Postcards

HarperCollins:

The Wild Unknown Mini/Travel Tarot Deck and Guidebook

The Wild Unknown Mini/Travel Animal Spirit Deck and Guidebook






Final Krans__TLA Agency Agreement final 8.27

Final Audit Report

2020-08-27

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